

**RFP- A27-06-120**  
**SECTION ONE**  
**GENERAL INFORMATION AND REQUESTED PRODUCTS/SERVICES**

**1.1 INTRODUCTION**

The Indiana Secretary of State (“SOS”) requires services to help the SOS implement the voting system technical oversight program pursuant to IC 3-11-16 (See Attachment A for full text of statute), including the provision of oversight and assistance with respect to the certification, acquisition and use of voting systems in Indiana as more specifically described in this document. It is the intent of SOS to solicit responses to this Request for Proposals (RFP) in accordance with the proposal preparation section and specifications contained in this document.

**1.2 DEFINITIONS AND ABBREVIATIONS**

The following is a list of terms, abbreviations or phrases that may appear in this RFP together with an explanation of those terms, abbreviations or phrases. There may be other special terms used in the RFP that are defined or explained where they appear rather than in the following list.

Acceptance	The designated period following successful completion of described services. During the acceptance period, the SOS will evaluate the performance of the Vendor in providing the described services as compared to service levels as specified in the contract resulting from this RFP.
HAVA	The Help America Vote Act of 2002
HAVA Voting System Standards	Voting System Standards applicable to a voting system purchased with funds made available under Title II of HAVA that sets forth standards for disability access, including nonvisual accessibility for the blind and visually impaired in a manner that provides the same opportunity for access and participation (including privacy and independence) as for other voters as set forth in 42 U.S.C. 15481 (See Attachment B for full text of this statute).
IAC	The Indiana Administrative Code.
IC	The Indiana Code.
Indiana Election Commission	A bipartisan commission established by IC 3-6-4.1 whose duties include the approval of voting systems for marketing, sale, lease, installation, implementation or use in Indiana.
Indiana Election	The Election Division of the Office of the Secretary of

Division	State, as established by IC 3-6-4.2.
Joint Bid	When more than one company join together to submit one joint proposal in order to be contracted in the RFP process. <i>(The SOS does not allow joint bids though a bidder may use subcontractors.)</i>
Products	Tangible goods or manufactured items as specified in this RFP.
Proposal	An offer as defined in IC 5-22-2-17.
Respondent	An offeror as defined in IC 5-22-2-18.
Services	Work to be performed as specified in this RFP.
Vendor	Any successful respondent selected as a result of the procurement process to deliver the products and services requested by this RFP.
Independent Testing Authority	means an independent test authority as described in: (1) Voting System Standards issued by the Federal Election Commission on April 30, 2002; or 2) accredited under Section 231 of HAVA (42 U.S.C. 15371).
Voting System	<p>Voting system means the following:</p> <p>(A) the total combination of mechanical, electromechanical, or electronic equipment (including the software, firmware, and documentation required to program, control, and support that equipment) that is used</p> <ul style="list-style-type: none"> <li>(i) to define ballots;</li> <li>(ii) to cast and count votes;</li> <li>(iii) to report or display election results; and</li> <li>(iv) to maintain and produce any audit trail information; and</li> </ul> <p>(B) the practices and associated documentation used</p> <ul style="list-style-type: none"> <li>(i) to identify system components and versions of those components;</li> <li>(ii) to test the system during its development and maintenance;</li> <li>(iii) to maintain records of system errors and defects;</li> <li>(iv) to determine specific system changes to be made to a system after the initial qualification of the system; and</li> <li>(v) to make available any materials to the voter (such as notices, instructions, forms, or paper ballots).</li> </ul>
Voting System Standards	Unless as otherwise specified, the Voting System Standards

adopted by the Federal Election Commission on April 30, 2002.

The definitions set forth in IC 3-5-2 apply to this RFP, except as otherwise expressly provided.

### 1.3 PURPOSE OF THE RFP

The Voting System Technical Oversight Program is established by Indiana law. (IC 3-11-16 set forth in Attachment A). This law authorizes the SOS to “contract with a person or an entity to conduct the program for a term specified in the contract.” In addition, SECTION 146 of P.L. 221-2005 directed the SOS to “issue a request for proposals to enter into the contract” to conduct the program and required the SOS to “extend invitations to public and private colleges and universities located within Indiana to respond to the request for proposals.”

It is the policy of the State that a vendor comply with all Indiana Office of Technology (IOT) standards, policies, and guidelines, which are online at <http://iot.in.gov/architecture/> with respect to any information technology related products or services provided to the State. The respondent must specifically agree that all hardware, software, and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. This shall be a mandatory clause of any contract awarded as a result of this RFP. (See Section 2.3.6)

1.4 The outline of this RFP document and attachments is described below:

Section	Description
Section 1 – General Information and Requested Products or Services	This section provides an overview of the RFP, general timelines for the process, and a summary of the products/services being solicited by the State/Agency via this RFP
Section 2 – Proposal Preparation Instruction	This section provides instructions on the format and content of the RFP including a Letter of Transmittal, Business Proposal, Technical Proposal, and a Cost Proposal
Section 3 – Proposal Evaluation Criteria	This sections discusses the evaluation criteria to be used to evaluate respondents’ proposals
Attachment A	IC 3-11-16
Attachment B	Section 301 of HAVA
Attachment C	Sample Contract
Attachment D	M/WBE Participation Plan Form
Attachment E	Indiana Economic Impact Form

## 1.5 ISSUING OFFICE

In accordance with Indiana statute, the SOS has issued this RFP. The content has been prepared by the staff of the SOS and others. This RFP is being posted to the SOS website ([www.sos.IN.gov](http://www.sos.IN.gov)) for downloading. A nominal fee will be charged for providing hard copies.

## 1.6 DUE DATE FOR PROPOSALS AND QUESTIONS

*NOTE: Indianapolis currently observes Eastern Daylight Time (EDT).*

All written proposals must be received at the address below by the SOS no later than **3 p.m. Eastern Standard Time** on Thursday, August 31, 2006. Each respondent must submit either: 1) one original (marked "Original") and **one** hardcopy of the proposal, including the transmittal letter and other related documentation as required in this RFP; or 2) one complete copy of the proposal on a 3 ½" diskette and/or on CD-ROM size 700. Each copy of the proposal must follow the format indicated in Section Two of this document. Unnecessarily elaborate brochures or other presentations, beyond that sufficient to present a complete and effective proposal, are not desired. All proposals must be addressed to the following:

Joseph E. McLain, HAVA Administrator  
Indiana SOS Todd Rokita  
Indiana Government Center-South, Room E-111  
302 West Washington Street  
Indianapolis, Indiana 46204  
[havaadministrator@sos.IN.gov](mailto:havaadministrator@sos.IN.gov)

All proposal packages must be clearly marked with the RFP number A27-06-120. Any proposal received after the due date and time will not be considered. Any late proposals will be returned, unopened, to the respondent upon request. All rejected proposals not claimed within 30 days of the proposal due date will be destroyed.

The SOS accepts no obligations for costs incurred by respondents in anticipation of being awarded a contract.

**All proposals submitted to the SOS should be double-sided and printed on 30% post-consumer recycled content paper or tree-free paper. When possible, soy ink should be used.**

**Caution to respondents about shipping/mailing:** United States Postal Express and Certified Mail are both delivered to the Government Center Central Mailroom and not directly to the designated department. It is the responsibility of the respondent to make sure that solicitation responses are received on or before the designated time and date. Late submissions will not be accepted.

## Questions/Inquiries

All questions regarding this RFP must be submitted in writing to the above address no later than **3 p.m. Eastern Standard Time** on June 26, 2006. Inquiries may also be submitted via email at [havaadministrator@sos.IN.gov](mailto:havaadministrator@sos.IN.gov) and must be received by the SOS by the date and time indicated above. Questions received after the deadline may or may not be considered at the discretion of the SOS.

Following the question due date, SOS personnel will assemble a list of the compiled questions. The responses will be posted to the SOS website approximately one week after the question due date listed in the RFP timetable, Section 1.26. SOS reserves the right to judge whether any questions should be answered in writing. Only answers posted on the SOS's web site will be considered official and valid by the SOS. No negotiations, decisions, or actions shall be initiated by any respondent as a result of any verbal discussion with any SOS employee.

Inquiries are not to be directed to any staff member of the SOS. Such action may disqualify a respondent from further consideration for a contract that may be entered into as a result of this RFP.

### 1.7 MODIFICATION OR WITHDRAWAL OF OFFERS

Responses to this RFP may be modified or withdrawn in writing with notice sent to SOS by mail, fax or e-mail received prior to the exact hour and date specified for receipt of proposals. The respondent's authorized representative may withdraw the proposal in person, providing his or her identity is made known and he or she signs a receipt for the proposal. Proposals may not be withdrawn after the proposal due date and time has passed.

Modification to, or withdrawal of, a proposal received by the SOS after the exact hour and date specified for receipt of proposals will not be considered by the SOS. If it becomes necessary to revise any part of this RFP, or if additional data is necessary for an exact interpretation of provisions of this RFP, prior to the due date for proposals, an addendum will be posted to the SOS's website. If such addenda issuance is necessary, the SOS reserves the right to extend the due date and time of proposals to accommodate such additional data requirements.

### 1.8 PRICING

The SOS requests the pricing associated with this RFP be a firm proposal price that must remain open and in effect for a period of not less than 180 days from the proposal due date.

The SOS recognizes there are certain industry practices for service providers. However, the SOS encourage respondents, in their responses to the RFP, to be as creative as possible regarding cost to the SOS, as cost efficiency for the SOS will be a consideration

in determining whether a respondent will be selected and invited to enter into contract negotiations based on responses to the RFP.

#### 1.9 DISCUSSION FORMAT/BEST AND FINAL OFFERS

The SOS reserves the right to conduct discussions, either oral or written, with those respondents determined by the SOS to be reasonably viable to being selected and invited to enter into contract negotiations. If discussions are held, the SOS may ultimately request best and final offers. The SOS will schedule all discussions. Any information gathered through oral discussions regarding best and final offers should be confirmed in writing.

The request for best and final offers may include the following:

- Notice that discussions are concluded.
- Notice that this is the opportunity to submit written best and final offers.
- Notice of the date and time for submission of the best and final offer.
- Notice that if any modification is submitted, it must be received by the date and time specified or it will not be considered.
- Notice of any changes in the SOS's requirements.

The SOS reserves the right to reject any or all proposals received or to select, without discussions or clarifications, a respondent to enter into contract negotiations on the basis of and evaluation of initial proposals received. Therefore, each proposal should contain the respondent's best terms from a price and technical standpoint. The SOS reserves the right to reopen discussions after receipt of best and final offers if it is clearly in the SOS's best interest to do so. If discussions are reopened, the SOS may issue an additional request for best and final offers from all respondents determined by the SOS to be reasonably susceptible to being selected.

Following evaluation of the best and final offers, the SOS may select for negotiations the offer(s) that are most advantageous to the SOS, considering cost and the evaluation factors in the RFP.

The SOS also reserves the right to conduct clarifications to resolve minor issues. If only clarifications are sought, best and final offers may not be requested. The SOS retains sole authority to determine whether contact with respondents is for clarification or discussion.

#### 1.10 CONTRACT NEGOTIATIONS

After recommendation of a selected respondent by the SOS, contract negotiations will commence. The contract will be based primarily on the required clauses of the SOS as indicated in the SOS contract as appears in Attachment C of this document; secondly, on those required clauses presented by the respondent that are acceptable to the SOS; and, additionally, on any desirable clauses that either party would like to incorporate into the contract. If at any time contract negotiation activities are judged to be ineffective by the SOS, the SOS will cause to cease all activities with that respondent and begin contract

negotiations with the next highest ranked respondent. This process may continue until either both the respondent and the SOS execute a completed contract or SOS determines that no acceptable alternative proposal exists.

#### 1.11 REFERENCE SITE VISITS

The SOS may request a site visit to a respondent's working support center to aid in the evaluation of the respondent's proposal.

#### 1.12 TYPE AND TERM OF CONTRACT

The SOS intends to sign a contract with a respondent to provide the complete set of products and services listed in this RFP. The SOS will not entertain joint bids.

The term of this contract shall be for a period beginning the final date of the full execution of the contract by all signatories and ending December 31, 2007. A contract may provide for a renewal period at the option of the SOS and a selected respondent, however, in no event may any renewal period exceed the term of the original contract.

#### 1.13 CONTRACT OBLIGATIONS

Attachment C of this document is the general form of the expected contract resulting from this RFP. Required contract clauses are identified in Section 2.3.6.

Although the SOS anticipates that any respondent submitting a proposal will provide the major portion of the products and services as requested, subcontracting by the respondent is acceptable in performing the requirements of this RFP. See section 2.3.11 with respect to subcontractors. The Respondent must indicate which, if any, subcontractors qualify as a Minority or Women Owned Business under IC 4-13-16.5-1. See Section 1.22 and Attachment D for Minority and Women Business information.

#### 1.14 CONFIDENTIAL INFORMATION

Respondents are advised that materials contained in proposals are subject to the Indiana Public Records Act, IC 5-14-3 *et seq.*, and, after the contract award, the entire RFP file may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to the Indiana Public Records Act must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" and must indicate in the transmittal letter and on the outside of that envelope that confidential materials are included. The respondent must also specify which statutory exception provision applies. The SOS reserves the right to make determinations of confidentiality. If the SOS does not agree that the information designated is confidential under one of the disclosure exceptions to the Indiana Public Records Act, it may either reject the proposal or discuss its

interpretation of the allowable exceptions with the respondent. If agreement can be reached, the proposal will be considered. If agreement cannot be reached, the SOS will remove the proposal from consideration for award and return the proposal to the respondent. The SOS will not determine prices to be confidential information.

#### 1.15 SOS OBLIGATIONS

The SOS accepts no obligations for costs incurred by respondents in anticipation of being awarded a contract.

The SOS creates no obligation, expressed or implied, by issuing this RFP or by receipt of any responses submitted pursuant hereto. The award of any contract as a result of this RFP shall be at the sole discretion of the SOS. Neither this RFP nor any response (proposal) submitted hereto are to be construed as a legal offer.

#### 1.16 CONTRACT COMPONENTS

Any or all portions of this RFP and normally any or all portions of the respondent's response will be incorporated by reference as part of the final contract.

#### 1.17 PROPOSAL LIFE

All proposals made in response to this RFP must remain open and in effect for a period of not less than 180 days after the due date for proposals. Any proposal accepted by the SOS for the purpose of contract negotiations shall remain valid until superseded by a contract or until rejected by the SOS.

#### 1.18 TAXES

The SOS is exempt from federal, state, and local taxes. The SOS will not be responsible for any taxes levied on the respondent as a result of the contract resulting from this RFP.

#### 1.19 SECRETARY OF STATE REGISTRATION

If awarded the contract, the Respondent will be required to register, and be in good standing, with the Secretary of State. (Note: this requirement may not be applicable to colleges and universities) The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies. Information concerning registration with the Secretary of State may be obtained by contacting:

Secretary of State of Indiana  
Corporation Division  
402 West Washington Street, E018  
Indianapolis, IN 46204  
(317) 232-6576  
[www.in.gov/sos](http://www.in.gov/sos)



## 1.20 COMPLIANCE CERTIFICATION

Responses to this RFP serve as a representation of the respondent that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State, and it agrees that it will immediately notify the State of any such actions. The Respondent also certifies that neither it nor its principals are presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Respondent agrees that the State may confirm, at any time, that no such liabilities exist, and, if such liabilities are discovered, that State may bar the Respondent from contracting with the State, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

## 1.21 EQUAL OPPORTUNITY COMMITMENT

Pursuant to IC 4-13-16.5 and in accordance with 25 IAC 5, it has been determined that there is a reasonable expectation of minority and woman business enterprises subcontracting opportunities on a contract awarded under this RFP. Therefore a contract goal of 7 % for Minority Business Enterprises and 10 % for Woman Business Enterprises have been established and all respondents will be expected to comply with the regulation set forth in 25 IAC 5.

Failure to meet these requirements will affect the evaluation of your proposal.

## 1.22 MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR COMMITMENT

In accordance with 25 IAC 5-5, the respondent is expected to submit with its proposal a MWBE Subcontractor Commitment Form. The Form must show that there are, participating in the proposed contract, Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) listed in the Minority and Women's Business Enterprises Division (MWBED) directory of certified firms located at [www.buyindiana.in.gov](http://www.buyindiana.in.gov). If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety.

Failure to meet these goals will affect the evaluation of your Proposal. The Department reserves the right to verify all information included on the MWBE Subcontractor Commitment Form.

Respondents are encouraged to contact and work with MWBED at 317-232-3061 to design a subcontractor commitment to meet established goals as referenced in this

solicitation.

**Prime Contractors must ensure that the proposed subcontractors meet the following criteria:**

- Must be listed on the IDOA Directory of Certified Firms
- Each firm may only serve as one classification – MBE or WBE
- A Prime Contractor who is an MBE or WBE must meet subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement.
- Must serve a commercially useful function. The firm must serve a value-added purpose on the engagement.
- Must provide goods or service only in the industry area for which it is certified as listed in the directory at [www.buyindiana.in.gov](http://www.buyindiana.in.gov)
- Must be used to provide the goods or services specific to the contract
- National Corporate Diversity Plans are generally not acceptable

**MINORITY & WOMEN’S BUSINESS ENTERPRISES RFP SUBCONTRACTOR  
LETTER OF COMMITMENT**

A signed letter(s), on company letterhead, from the MBE and/or WBE must accompany the MWBE Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the MBE and/or WBE of its subcontract amount, a description of products and/or services to be provided on this project and approximate date the subcontractor will perform work on this contract. The State will deny evaluation points if the letter(s) is not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the regulatory processes involving the State’s M/WBE Program. Questions involving the regulations governing the MWBE Subcontractor Commitment Form should be directed to: Minority and Women’s Business Enterprises Division at (317) 232-3061 or [mwbe@idoa.in.gov](mailto:mwbe@idoa.in.gov).

**1.23 U.S. MANUFACTURED**

Each proposal must contain an explanation of what steps will be used to encourage the use of American-made products. The State does apply a U.S. Manufactured preference as set out in IC 5-22-15-21.

**1.24 RECYCLED PRODUCTS**

Each proposal should contain an explanation of what recycled materials are used and identify the recyclability of products offered in response to this RFP.

## 1.25 AMERICANS WITH DISABILITIES ACT

The respondent specifically agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.* and 47 U.S.C. 225).

## 1.26 SUMMARY OF MILESTONES

The following is the timeline for this RFP. Due to the unpredictable nature of the evaluation period, these dates may be subject to change.

<u>ACTIVITY</u>	<u>COMPLETION DATE</u>
Deadline to Submit Written Questions	June 26, 2006
SOS responses to Written Questions	June 19, 2006
Proposal submission date	August 31, 2006
Request for best and final offers (BAFO)*	TBD, if needed
Receipt of best and final offers*	TBD, if needed
Proposal evaluation completed*	September 11, 2006
Recommendation to SOS*	September 12, 2006
Notify selected respondent*	September 14, 2006
Contract negotiations begin*	September 14, 2006

- *These dates are subject to the determination of the need for best and final offers. If best and final offers are not requested, the process could reach a completion date earlier than the listed date for contract signature.*

## SECTION TWO PROPOSAL PREPARATION INSTRUCTIONS

### 2.1 GENERAL

To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is documented in this section. All respondents are required to format their proposals in a manner consistent with the guidelines described below:

- Each item must be addressed in the respondent's proposal or the proposal may be rejected.
- The transmittal letter should be in the form of a letter. The business and technical proposals must be organized under the specific section titles as listed below.

### 2.2 TRANSMITTAL LETTER

The Transmittal Letter must address the following topics except those specifically identified as "optional."

#### 2.2.1 Summary of Ability and Desire to Supply the Required Products and

## Services

The transmittal letter must briefly summarize the respondent's ability to supply the requested products and services that meet the requirements defined in Section Three of this RFP. The letter must also contain a statement indicating the respondent's willingness to provide the requested products and services subject to the terms and conditions set forth in the RFP including, but not limited to, the State's mandatory contract clauses.

- 2.2.2 A person authorized to commit the respondent to its representations and who can certify that the information offered in the proposal meets all general conditions including the information requested in Section 2.3.4, must sign the transmittal letter. **In the transmittal letter please indicate the principal contact for the proposal along with an address, telephone and fax number as well as an e-mail address if different than individual authorized for signature.**

2.2.3 Respondent Notification

Unless otherwise indicated in the Transmittal Letter, respondents will be notified via e-mail.

It is the respondent's obligation to notify the SOS of any changes in any address that may have occurred since the origination of this solicitation. The SOS will not be held responsible for incorrect vendor/Vendor addresses.

2.2.4 Other Information

This item is optional. Any other information the respondent may wish to briefly summarize will be acceptable.

## 2.3 BUSINESS PROPOSAL

The Business Proposal must address the following topics except those specifically identified as "optional."

2.3.1 General (optional)

This section of the business proposal may be used to introduce or summarize any information the respondent deems relevant or important to the SOS's successful acquisition of the products and services requested in this RFP.

2.3.2 Respondent Company Structure

If applicable, the legal form of the respondent's business organization, the

state in which incorporated (if a corporation include a copy of incorporation certificate), the types of business ventures in which the organization is involved, and a chart of the organization are to be included in this section.

#### 2.3.3 Company Financial Information

This section must include the respondent's financial statement, such as an income statement or balance sheet, for each of the two most recently completed fiscal years. The financial statements must demonstrate the respondent's financial stability. If the organization includes more than one division, separate financial statements must be provided for the division responsible for the products and services requested in this RFP.

#### 2.3.4 Integrity of Company Structure and Financial Reporting

This section must include a statement indicating that the CEO and/or CFO has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The SOS is interested in the separation of audit functions from corporate boards and board members, if any, and the manner in which the firm assures board integrity. The SOS of Indiana will consider the information provided in response to this section to determine the responsibility of the offeror per IC 5-22-16-1(d) and such information shall not be disclosed outside the purchasing agency without the offeror's prior written consent pursuant to IC 5-22-16-1(c).

Federal law H.R. 3763, the "Sarbanes Oxley Act of 2002" is NOT directly applicable to this acquisition, however, its goals and objectives were used to develop our mandatory areas of interest.

#### 2.3.5 Facilities and Resources

The respondent should include information with regard to the organization's resources that it deems advantageous to the successful provision of the requested products and services. This might include management capabilities and experience, technical resources, and operational resources not directly assigned to this project, but available if needed.

#### 2.3.6 Required Contract Clauses

Indiana law requires the inclusion of certain language in all contracts. Also, the nature of the products and services requested in this RFP may present a need for the inclusion of certain commitments in any contract resulting from this RFP. Attachment C of this document contains a sample

contract that could be similar to the one resulting from this RFP. Some clauses within the sample contract are mandatory and other clauses are desirable to the State. NOTE: Those clauses that are mandatory are as follows:

- Duties of Vendor, rate of pay, and term of contract
- Conflict of Interest
- Drug-free workplace provision and certification
- Funding Cancellation
- Non-collusion and Acceptance
- Non-discrimination clause
- Ethics
- Audits
- Payments
- Changes in Work
- Compliance with Laws
- Continuity of Services
- Disputes
- Governing Laws
- Information Technology Accessibility, as modified
- Termination for Convenience
- Minority and Women Business Enterprise Compliance
- Subcontractor

Respondents should review these clauses in detail because agreement to these clauses is required in the Transmittal Letter. If a respondent wishes to suggest alternative wording for one or more of these mandatory clauses without changing the intent, these suggestions may, at the respondent's option, be documented in this section of the Business Proposal. The respondent's suggested language may be considered by the SOS during the contract negotiation process.

Attachment C also includes a number of desirable clauses that the SOS seeks to include in any contract resulting from this RFP but which it does not consider mandatory. For each of these desirable clauses, the respondent should either indicate that the desired clause is acceptable as worded; suggest specific alternative wording to address issues raised by the specific clause; or indicate the desired clause is unacceptable to respondent and why. Any additional language required by a respondent that is found to be unacceptable to the SOS may lead to the rejection of that respondent's proposal.

#### 2.3.7 Pricing

The SOS requests the pricing associated with this RFP be a firm proposal price that must remain open and in effect for a period of not less than 180

days from the proposal due date as well as any extensions agreed to in the course of contract negotiations.

#### 2.3.8 References

The respondent must include a list of at least three clients for whom the respondent has provided products and services that are the same or similar to those products and services requested in this RFP. Any state government for whom the respondent has provided these products and services should be included; also to be included should be clients with locations near Indianapolis, as site visits may be arranged. Information provided should include the name, address, and telephone number of the client facility and the name, title, and phone/fax numbers of a person who may be contacted for further information. The more similar the referenced products and services are to those requested in this RFP a greater weight may be attached to the references in the SOS's evaluation process.

#### 2.3.9 Registration to do Business

If applicable to the entity, selected respondents and any proposed subcontractor providing the products and/or services required by this RFP must be registered to do business within the state by the Indiana Secretary of State to be considered responsible. The contact information for this office may be found in Section 1.19 of this RFP. It is the successful respondent's responsibility to complete the required registration with the Secretary of State and to be aware of any proposed subcontractors registration status. The respondent must indicate the status of registration, if applicable, in this section of the proposal. The respondent should provide any information related to its registration or accreditation appropriate to the type of entity.

#### 2.3.10 Authorizing Document

Respondent personnel signing the Transmittal Letter of the proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement.

#### 2.3.11 Subcontractors

The Respondent is responsible for the performance of any obligations that may result from this RFP, and shall not be relieved by the non-performance of any subcontractor. Any Respondent's proposal must identify all subcontractors and describe the contractual relationship between the Respondent and each subcontractor. Either a copy of the

executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the Respondent must be in compliance with all State statutes, and will be subject to the provisions thereof. The Respondent must list any subcontractor's name, address and the state in which formed that are proposed to be used in providing the required products or services. The subcontractor's responsibilities under the proposal, the subcontractor's related qualifications and experience, the anticipated dollar amount for subcontract, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal.

The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in the State's evaluation. All subcontracts held by the Respondent must be made available upon request for inspection and examination by appropriate State officials, and such relationships must meet with the approval of the State.

The Respondent must indicate which, if any, subcontractors qualify as a Minority or Women Owned Business under IC 4-13-16.5-1. See Section 1.22 and Attachment D for Minority and Women Business information.

#### 2.3.12 Respondent Contract Requirements (Optional)

If the respondent wishes to include any language other than that discussed in the Business Proposal, this language should be included in this section. For each clause included in this section, the respondent should indicate that the clause is required by the respondent in any contract resulting from this RFP and why it is required (if the required clause is unacceptable to the SOS, the respondent's proposal may be considered unacceptable) or indicate that the clause is desired (but not required) by the respondent in any contract resulting from this RFP.

## 2.4 TECHNICAL PROPSOAL

The Technical Proposal must be divided into the sections as described below. Every point made in each section must be addressed in the order given. The same outline numbers must be used in the response. RFP language should not be repeated within the response. Where appropriate, supporting documentation may be referenced by a page and paragraph number. However, when this is done, the body of the technical proposal must contain a meaningful summary of the referenced material. The referenced document must



be included as an appendix to the technical proposal with referenced sections clearly marked. If there are multiple references or multiple documents, these must be listed and organized for ease of use by the SOS.

The Technical Proposal must describe how Vendor will provide the following products and services:

- 1) In accordance with IC 3-11-16-4(1), review current procedures for certifying voting systems for approval by the Indiana Election Commission, including the Voting System Standards, HAVA Voting Systems standards and the approval process as set forth in Indiana statutes and submit a report that contains:
  - a) an evaluation of current standards, procedures and practice in federal and state law used in the certification or approval of voting systems for use in elections in Indiana with respect to voting system accuracy, reliability, security (safe from fraud and manipulation), usability, secrecy (the effectiveness of the voting system in preserving the secrecy of the ballot) and audit capability (reporting election results and system events for the purposes of an election recount or contest); and
  - b) proposals regarding additional standards, examinations or functional testing suggested by the evaluation in subparagraph (a) above. These proposals may take the form of: (i) “best practices” (regarding functioning, training, and security); (ii) additional examinations or functional testing (in addition to the examinations and testing currently performed by Independent Testing Authorities) to be implemented by the SOS and Indiana Election Division; (iii) legislative proposals with respect to standards, examinations or testing to be pursued by the SOS.
- 2) In accordance with IC 3-11-16-4(7) and (8), review the processes for acquiring voting systems in Indiana, including practices at the State and by Indiana counties and submit a report that contains:
  - a) an evaluation of current voting system procurement processes, this evaluation to include a review of a sampling of contracts, leases, purchase orders, and quantity purchase agreements entered into by the State or by Indiana counties; and
  - b) proposals for the improvement of current voting system procurement processes. These proposals may take the form of “best practices” to be implemented by the SOS and Indiana Election Division or legislation pursued by the SOS.
- 3) In accordance with IC 3-11-16-4(9), review the process for training county election officials, precinct election officials, and voters in the use of voting systems and submit a report that contains:

- a) an evaluation of current training programs regarding the use of voting systems; and
  - b) proposals regarding training programs regarding the use of voting systems. These proposals may take the form of “best practices” to be implemented by the SOS and Indiana Election Division or legislation pursued by the SOS.
- 4) In accordance with 3-11-16-4(3), (4) and (5), review applications for approval of voting systems that are either pending before the Indiana Election Commission on the date of the execution of this contract or filed during the term of the contract, including all documentation submitted in support of any application, including, but not limited to, correspondence and reports prepared by Independent Testing Authorities. Prepare reports for the Indiana Election Commission and the SOS that includes a review of the documentation from Independent Testing Authorities. A report must include the following:
- a) whether the voting system vendor’s voting system application contains all of the information and documentation required by Indiana law and is otherwise complete and satisfactory;
  - b) whether the voting system meets the requirements under Indiana law for approval;
  - c) a recommendation regarding additional testing of a voting system necessary to determine whether the voting system complies with state law and federal law including testing that goes beyond the face of any documentation from Independent Testing Authorities submitted in support of the voting system approval application (if additional testing is approved by the Commission, then the additional testing shall be performed and the results must be documented in a revised report);
  - d) whether the voting system complies with the HAVA Voting System Standards with respect to disability access; and
  - e) a recommendation regarding whether the Commission should approve the voting system certification application based on state law and, if so, whether the approval should be subject to any restrictions or conditions to ensure compliance with Indiana law.
- 5) In accordance with IC 3-11-16-4(2), develop a database (with no licensing fees or use constraints applicable to the SOS) and, using the database developed, compile and maintain an inventory of all voting systems used to conduct elections in Indiana in the database. The inventory shall include a detailed identification of the voting system including the hardware and software version, the model number, and the acquisition date. The inventory shall be kept in a

database that will facilitate the production of audit and statistical reports (minimum number of 10 reports to be designated by the SOS) and updated, at a minimum, at least sixty (60) days before each primary, general and municipal election. Before developing the database under this paragraph, the Vendor shall consult with the SOS to determine the extent to which the components of this database are currently available within the statewide voter registration system (SVRS) maintained by the SOS and Election Division and submit a recommendation regarding whether any existing features of SVRS should be enhanced to produce the audit and statistical reports required under this subdivision, or whether an independent database should be developed.

- 6) In accordance with IC 3-11-16-4(6), perform random audits of voting systems used in Indiana counties to conduct Indiana elections and prepare reports indicating whether the voting system have been certified, programmed, and used in compliance with Indiana law. Each voting system subject to the random audit must be physically checked to identify and document the version of software/firmware that is installed and operating on the system as well as the system documentation (user manuals, release notes etc.). One-tenth of 1% of all voting system in Indiana (about 120 as estimated by the SOS) shall be subjected to this random audit during each calendar year. The voting systems subject to this random audit shall be distributed proportionally among the types of voting systems used in Indiana as indicated by the voting system inventory.
- 7) In accordance with IC 3-11-16-4(9), develop a database (with no licensing fees or use constraints applicable to the SOS) and, using the database developed, compile and maintain information regarding contracts, leases, purchase orders, and amendments to those documents filed with the Election Division concerning the acquisition or maintenance of voting systems. The database must contain the following information so that statistical reports (minimum number of 10 reports to be designated by the SOS) can be generated indicating:
  - a) the total number of contracts entered into the database;
  - b) descriptions of the number of, and type of, voting system units identified in each county contract by reference to hardware, firmware and software version and model numbers or, if hardware, firmware and software versions are not identified in the contract, indicate the absence of the identification of software versions and model numbers in the county contract;
  - c) a description of the type of election management software purchased, including identification of a version number or, if a version number is not identified in the county contract, note the absence of the identification of a version numbers in the county contract;
  - d) an indication of whether the voting system hardware, firmware and software including any election management software, identified in the

county contracts have been certified for use in Indiana by the Indiana Election Commission

- e) a description of whether the voting system was purchased or leased and the specific terms of purchase or lease, including: (i) a description of any fee (license and/or support) for software; and (ii) a description of any services purchased (e.g. programming or training) and the fees involved.
  - f) a description of whether the voting system was purchased pursuant to a quantity purchase agreement, and if so, whether the pricing in the county contract is consistent with the pricing in the quantity purchase agreement;
- 8) In accordance with IC 3-11-16-4(9), provide non-legal technical assistance in the development of quantity purchase agreements and other contracts for the lease or purchase of voting systems. Using the database with information regarding contracts, leases, purchase orders, and amendments to those documents filed with the Election Division to provide cost and performance comparisons for counties with respect to county purchasing decisions.

## 2.5 COST PROPOSAL

Note: While any contract issued pursuant to this RFP will describe the general work that may be performed consistent with the above, the SOS will establish priorities for the selected vendor. Respondents to this RFP should provide a fixed price for each deliverable identified in the pricing table below or provide an estimate of the number of hours for deliverable identified in the pricing table and an estimate of the maximum number of hours required for each deliverable. The vendor will be required to monitor its work so that it does not exceed the dollar amount specified in this contract and will be required to submit regular reports to the SOS as to the dollar amount of fixed price and hourly rate services that remain available under this contract.

Pricing Table

<b>Deliverables</b>	<b>Hourly Rate (if any)</b>	<b>Estimate Maximum Number of Hours</b>	<b>Price (Either Fixed or Hourly Rate X Estimate Maximum Number of Hours)</b>
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Deliverable described in paragraph 1 of Technical Proposal: Voting System Certification process evaluation and proposal			
Deliverable described in paragraph 2 of Technical Proposal: Voting System Acquisition process evaluation and proposal			
Deliverable described in paragraph 3 of Technical Proposal: Voting System Training evaluation and proposal			
Deliverable described in paragraph 4 of Technical Proposal: Review and report to commission regarding voting system applications for certification. Assume that 10 applications will be submitted during the period beginning with the term of the contract, and no later than August 1, 2007.			
Deliverable described in paragraph 5 of Technical Proposal: <ul style="list-style-type: none"> <li>• Deliver Software for Voting System Inventory</li> <li>• Compile information, enter information into Voting System Inventory Database, and update information in Database</li> </ul>			
Deliverable described in paragraph 6 of Technical Proposal: Perform random audits of voting systems. Assume that the voting system inventory referenced in paragraph 6 will remain accurate during the term of the contract, and that audits of approximately 120 voting systems will be conducted during 2007.			
Deliverable described in paragraph 7 of Technical Proposal: <ul style="list-style-type: none"> <li>• Deliver Software for Voting System Contract Inventory</li> <li>• Compile information and enter information into Voting System Contract Database</li> </ul>			
Deliverable described in paragraph 8 of Technical Proposal: Provide non-legal technical assistance for quantity purchase agreements and other contracts for the lease or purchase of voting systems			
<b>Total</b>			

## 2.6 INDIANA ECONOMIC IMPACT

All companies desiring to do business with state agencies must complete an “Indiana Economic Impact” form (Attachment E). The collection and recognition of the information collected with the Indiana Economic Impact form places a strong emphasis on the economic impact a project will have on Indiana and its residents regardless of where a business is located. The collection of this information does not restrict any company or firm from doing business with the state.

## 2.7 BUY INDIANA INITIATIVE/INDIANA COMPANY

It is the Respondent’s responsibility to confirm its Buy Indiana status for this portion of the process. If a Respondent has previously registered its business with IDOA, go to [www.BuyIndiana.In.gov](http://www.BuyIndiana.In.gov) and click on the link to update this registration. Click the tab titled Buy Indiana. Select the appropriate category for your business. Respondents may only select one category. Certify this selection by clicking the check box next to the certification paragraph. Once this is complete, save your selection and exit your account.

Respondents that have not previously registered with IDOA must go to [www.BuyIndiana.IN.gov](http://www.BuyIndiana.IN.gov) and click on the link to register. During the registration process, follow the steps outlined in the paragraph above to certify your business’ status. The registration process should be complete at the time of proposal submission.

### **Defining an Indiana Business:**

“Indiana business” refers to any of the following:

- (1) A business whose principal place of business is located in Indiana.
- (2) A business that pays a majority of its payroll (in dollar volume) to residents of Indiana.
- (3) A business that employs Indiana residents as a majority of its employees.

Respondents claiming this status must indicate which of the provisions above qualifies them as an Indiana business. They must also fully complete the Indiana Economic Impact Form (Attachment E) and include it with their response.

The following is the policy concerning items 4 & 5 described below. Appropriate documentation must be provided with your proposal response supporting either claim made below:

- (4) A business that makes significant capital investments in Indiana.
- (5) A business that has a substantial positive economic impact on Indiana.

### **Substantial Capital Investment:**

Any company that can demonstrate a minimum capital investment of \$5 million or more in plant and/or equipment or annual lease payments of \$2.5 million or more shall qualify as an Indiana business under category #4. If an out of state company does not meet one of these criteria, it can submit documentation/justification to the State for review for inclusion under this category.

**Substantial Indiana Economic Impact:**

Any company that is in the top 500 companies (adjusted) for one of the following categories: number of employees (DWD), unemployment taxes (DWD), sales tax (DOR), payroll withholding taxes (DOR), or Corporate Income Taxes (DOR); it shall qualify as an Indiana business under category #5. If a Respondent needs assistance in determining if its business qualifies under this criterion, please send an email inquiry to [buyindianainvest@idoa.in.gov](mailto:buyindianainvest@idoa.in.gov) and you will receive a response within forty-eight (48) hours. If an out of state company does not meet one of these criteria, it can submit documentation/justification to the State for review for inclusion under this category.

## **SECTION THREE PROPOSAL EVALUATION**

### **3.1 PROPOSAL EVALUATION PROCEDURE**

The SOS has selected a group of personnel to act as a proposal evaluation team that will be responsible for evaluating proposals with regard to compliance with RFP requirements. All evaluation personnel will use the evaluation criteria stated in Section 3.2.

The procedure for evaluating the proposals against the evaluation criteria will be as follows:

- 3.1.1 Each proposal will be evaluated for form on a pass/fail basis. Proposals that are incomplete or otherwise do not conform to proposal submission requirements will normally be eliminated from consideration.
- 3.1.2 Each proposal will be evaluated on the basis of the categories included in Section 3.2. A point/percentage score will be established for each category.
- 3.1.3 If technical proposals are close to equal, greater weight could be given to price.
- 3.1.4 Based on the results of this evaluation, the qualifying proposal determined to be the most advantageous to the SOS, taking into account all of the evaluation factors, may be selected by SOS for further action, such as

contract negotiations.

The SOS reserves the right to enter either into one contract for all the services described herein or to enter into separate contracts for the products and services described herein.

If, however, the SOS decides that no proposal is sufficiently advantageous to the SOS, the SOS may take whatever further action is deemed necessary to fulfill its needs. If, for any reason, a proposal is selected and it is not possible to consummate a contract with the respondent, SOS may begin contract preparation with the next qualified respondent or determine that no such alternate proposal exists.

### 3.2 EVALUATION CRITERIA

Proposals will be evaluated based upon the proven ability of the respondent to satisfy the requirements of the RFP in a cost-effective manner. Each of the evaluation criteria categories is described below with a brief explanation of the basis for evaluation in that category. The percentage of the total point score associated with each category is indicated following the category name (total maximum points = 100).

#### *Summary of Evaluation Criteria:*

<b>Criteria</b>	<b>Points</b>
1. Adherence to Mandatory Requirements	Pass/Fail
2. Management Assessment/Quality (Business and Technical Proposal)	45 points
3. Cost (Cost Proposal)	30 Points
4. Indiana Economic Impact	10
5. Buy Indiana	10
6. Minority (10) and Women Business (10) Subcontractor Commitment	5
<b>Total</b>	<b>100</b>

#### 3.2.1 Indiana Economic Impact (10 points)

See Section 2.6 for additional information.

The total number of full time equivalent Indiana resident employees for the Respondent's proposal (prime contractor and subcontractors) will be used to evaluate the Respondent's Indiana Economic Impact. Points will be awarded based on a graduated scale. The Respondent with the most Indiana FTEs will be awarded 10 points. Points will then be awarded to the remaining Respondents proportionately.

#### 3.2.2 Buy Indiana Initiative – 10 points



Respondents qualifying as an Indiana Company will receive 10 points in this category.

### 3.2.3 Minority & Women's Business Subcontractor Commitment -

The following formula will be used to determine points to be awarded:

The commitment factor for each proposal will be calculated by multiplying the commitment percentage by one hundred. The RFP score ratio will be determined by dividing the maximum allowable points by the highest commitment factor. The proposal with the highest commitment factor will be given the maximum allowable points. The points awarded to the other proposals will be calculated by multiplying the score ratio by the proposed commitment factor.

Commitment percentage \* 100 = commitment factor

Maximum allowable points/highest commitment factor = score ratio

Commitment factor \* score ratio = points awarded

All proposals will be reviewed by the SOS. References may be contacted. It is possible that persons participating in the selection process, through SOS, will interview finalists. The SOS or his designee will, in the exercise of his sole discretion, determine which proposals offer the best means of servicing the interests of the SOS. The exercise of this discretion will be final.